

DeltaNet

INC.

January 12, 2000

The Mill School
3110 Crittenton Place
Baltimore, MD 21211

ATTN: Anne S. Davis

Dear Ms. Davis,

Thank you for extending our company the opportunity to obtain and implement E-rate Services for you and your school.

DeltaNet is an experienced E-Rate provider that is capable of handling all aspects of the E-Rate funding program. We have put together a comprehensive package, tailored to your school's technological needs as we enter the new millennium.

Following please find a contract covering the Internal Connections portion of your E-rate Services. This contract refers to Schedule A which details the Services being proposed and the costs associated with these Services. In Schedule B, we detail a payment plan that was designed to ease your obligation for these Services.

As time is of essence, please contact our office as soon as you receive this package, so that we may be able to complete the contract and Form 471 filing in time for the January 19, 2000 window.

Again, thank you for the opportunity, and I look forward to working closely with you in completing this process.

Very truly yours,

DeltaNet, Inc.
Ben Rowner
Vice President

DeltaNet

INC.

Contract # TMMD011200

This agreement is made this 12 day of January, 2000 by and between DeltaNet Inc., a New York corporation with its principal place of business located at 1276-50th Street, Brooklyn, New York 11219 ("DeltaNet"), and The Mill School, Located at 3110 Crittenton Place, Baltimore, MD 21211 ("Customer").

1. Service Commitment

DeltaNet hereby agrees to provide and Customer hereby agrees to accept the services from DeltaNet as indicated in Schedule A attached hereto and incorporated herein by reference, subject to E-Rate Government funding.

2. Acceptance and Term Agreement

Customer understands and agrees that, contingent on E-Rate funding approval, this contract shall begin when signed by both parties and expires on June 30, 2001 and will automatically be renewed for an additional twelve (12) month period (upon E-Rate's continued approval) unless terminated by written notice from either party to the other not less than ninety (90) days prior to the expiration date.

The offer by DeltaNet herein contained shall expire within thirty (30) days of receipt by the customer herein unless accepted by Customer prior to such date. The Customer's signature below faxed to 718-431-0462 shall be deemed contractually binding acceptance of all of the terms and conditions set forth in this contract and its attachments. Duplicate originals of this agreement shall be forwarded by the parties hereto to each other following execution.

Customer shall file SLC Form 486 upon request of DeltaNet, indicating that implementation of agreed services have begun.

3. Terms of Payment

Payment for all amounts due hereunder shall be made as per Schedule B attached hereto.

4. Title

Title to all of the equipment and hardware installed by DeltaNet or its assignees shall remain the sole property of DeltaNet until DeltaNet receives full payment as described in Schedule B, whereupon all right, title and interest in said equipment and hardware shall be transferred to Customer. Prior to acquiring title to the equipment and hardware described above, Customer shall not cause nor permit such equipment and hardware or any portion thereof to be transferred or subjected to a lien or other encumbrance.

5. Disclaimer of Warranty and Limitation of Liability

DeltaNet warrants that the equipment and hardware are as described in Schedule A, but no other express warranty is made with respect to such items. Customer's exclusive remedy for breach of DeltaNet's warranty under this Agreement shall be to require DeltaNet to repair or replace any defective equipment during the initial twelve month contract term and perform as agreed under the terms of this Agreement.

Manufacturer's warranties for equipment and hardware are as stated by said manufacturers.

The warranties and remedies set forth above constitute the only warranties to with respect to DeltaNet's obligations under the terms of this agreement and the Customer's exclusive remedies if such warranties are breached. The stated warranties are in lieu of all other warranties, written or oral, statutory, expressed or implied, including but not limited to the warranty of merchantability and the warranty of fitness for a particular purpose. DeltaNet shall not be responsible for special, incidental, or consequential damages of any nature whatsoever.

DeltaNet

INC.

6. Miscellaneous

This contains the entire contract and understanding of the parties and supersedes all prior oral or written agreements pertaining to the subject matter hereof. No amendment, modification or alteration of this contract shall be effective unless by a subsequent written instrument signed by the parties hereto.

This contract shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws of any other jurisdiction the State of New York may otherwise apply upon application of its conflicts of laws principles) and shall be subject to the venue and jurisdiction of the Supreme Court of the State of New York, County of New York to which the parties hereto expressly agree to submit.

IN WITNESS WHEREOF, DeltaNet and Customer have executed this Agreement as of the date below written.

DeltaNet Inc.

Customer

By _____
(Name - Print) (Title)

By _____
(Name - Print) (Title)

Authorized Signature

Authorized Signature

Dated: _____

Dated: _____

DeltaNet

INC.

Schedule A – Description of Services

CONTRACT # TMMD011200 – ATTACHMENT # TM0100

Service Provider	Contracting Party Legal Name
DeltaNet, Inc. SPIN# 143019766	The Mill School Entity # 209648

The following products and services will be provided by DeltaNet, Inc.

Installation and Testing of:

- 360 computer jacks in 35 rooms consisting of four pair Category Level 5 wiring meeting 100 Base T (100 Mbps) - jacks and patch cables meeting same specifications
- File Server(s) as described below
- All computer and telecommunication connections will be tested and certified using industry standard equipment.

Product Description and Pricing

Hubs, Switches, Cabling, and Installation

ITEM	PART	DESCRIPTION	QTY	PRICE	EXTENSION
1	Hubs	Dual Speed 10/100 24 Port Hubs	34	\$1,495.00	\$50,830.00
2	Switches	10/100 Network Switch Controller	8	2,100.00	16,800.00
3	Mold	LD5 Wire Mold Raceway (Feet)	4,750	4.95	23,512.50
4	Rack/Cabinet	7 ft. X 19" Rack Mount w/Fans & Covers	1	4,295.00	4,295.00
5	Patch Panel	Category 5 Patch Panel (24 Ports)	34	275.00	9,350.00
6	Patch Panel	Category 5 Patch Panel (48 Ports)	8	350.00	2,800.00
7	Misc.	4' x 8' Board	2	495.00	990.00
8	Bolts		8	N/C	
9	Cable	CAT 5 Patch Cables 3' – 6'	360	23.00	8,280.00
10	Cable	CAT 5 Cable 1,000 Feet	15	1,025.00	15,375.00
11	Wall Plates	CAT 5 Wall Plates	360	3.75	1,350.00
12	Connectors	CAT 5 Terminals Jacks	360	3.75	1,350.00
13	Penetration	Coring & Penetrations into Rooms	50	135.00	6,750.00
14	Installation	Installation Per Jack	360	350.00	126,000.00
15	Terminate	Terminate, Test & Document	360	60.00	21,600.00
	Subtotal				289,282.50
		Installation Fee			21,696.19
		One year maintenance agreement			14,464.13
	Total				\$325,442.81

DeltaNet

INC.

Schedule A – Continued

File Server

ITEM	PART	DESCRIPTION	QTY	PRICE	EXTENSION
1	System	Intel Pentium III Dual Processor Server	1	\$16,875.00	\$16,875.00
2	Mother Board	Super Micro S2SGE	1		
3	CPU	Intel 450 MHZ with 512K Cache	2		
4	Memory	128MB SDRAM (Total 512MB)	4		
5	Hard Drive	Seagate Cheetah 18.2 Ultra 2 Wide SCSI	2		
6	Floppy Drive	Teac 1.44	1		
7	Controller	Adaptec 2940U2W	1		
8	Controller	Adaptec ARO 1130 CA-2 with 16MB ECC	1		
9	Video Card	Diamond Speedstar with 8MB AGP	1		
10	CD ROM	Toshiba 40X SCSI Internal	1		
11	Case & P/S	Super Micro ATX 750 A Full Tower w/400W	1		
12	Keyboard	Keytronic 104 Keyboard	1		
13	Mouse	Logitech 2-button PS/2 with Pad	1		
14	Monitor	15" Sony 100ES SVGA .25 dot pitch	1		
15	Network Card	Intel PRO 10/100 Dual Speed	1		
16	Modem	3COM - 56K	1		
17	Other	Extra Fan for Case	1		
18	Oper. System	Microsoft Windows NT 4.0 with 5 CAL	1	1,500.00	1,500.00
19	Oper. System	NT 4.0 Client Access License	360	35.00	12,600.00
20	Installation	Windows NT OS version 4.01	1	1,750.00	1,750.00
21	Setup	Users Setup on NT Server	360	25.00	9,000.00
22	Configure	Station Configuration WIN 2000	360	N/C	
23	Training	Training and Instruction (Hours)	12	N/C	
	Subtotal				41,725.00
		One year maintenance agreement			4,000.00
	Total				\$45,725.00



Schedule A – Continued

Description of Services Provided

- Furnish and install, complete with all accessories, a Category 5 building Premise Distribution Wiring System (PDS). The PDS system shall serve as a vehicle for transport of data and voice signals throughout the building from designated demarcation points to outlets located at various desks, workstations and other locations as described herein.
- Wiring utilized for telephone company central office voice service shall originate at a wall mounted RJ21X cross connects provided by the Telephone Company. Communications panels installation, termination and identification of wiring between station outlets and individual intermediate distribution frames "MDF / IDF's" shall be considered part of the contractors work.
- Wiring utilized for data communications shall originate at contractor provided wall mounted cabinets free standing equipment racks, and/or enclosed free standing vertical equipment racks located at individual MDF/IDF's.
- Implementation shall be performed by personnel experienced in all aspects of this work including testing of Optical and Category 5 PDSs.
- Creation and sealing of openings as are necessary for cable passage between locations and floors.
- Sealing material and application of this material shall be accomplished in such a manner, that is acceptable to the local fire and building authorities.
- Components of the PDS shall be installed in a neat and professional manner.
- Training to explain equipment locations, nomenclature, etc.
- Each data and voice outlet will be tested using an appropriate instrument to verify both the integrity of all conductors and correctness of the termination sequence. Testing shall be performed between modular jacks or 110 termination at the MDF / IDF station field.
- Prepare a record of each station cable termination, i.e. a unique identifying number or name for each station cable



**E-Rate Grant Funding
Service Provider's Contract**

Internal Connections

DeltaNet

INC.

January 12, 2000

The Mill School
3110 Crittenton Place
Baltimore, MD 21211

ATTN: Anne S. Davis

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Ben Rowner
Vice President

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5. Disclaimer of Warranty and Limitation of Liability

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IN WITNESS WHEREOF, DeltaNet and Customer have executed this Agreement as of the date below written.

DeltaNet Inc.

Customer

By Ben Bowser VP
(Name - Print) (Title)

Ben Bowser VP
Authorized Signature

Dated: 1/12/2000

MILL School
School Name

By Anne S. Davis, CEO
(Name - Print) (Title)

Anne S. Davis
Authorized Signature

Dated: 1-14-00



Schedule A – Description of Services

CONTRACT # TMMD011200 – ATTACHMENT # TM0100

Service Provider	Contracting Party Legal Name
DeltaNet, Inc.	The Mill School
SPIN# 143019766	Entity # 209648

The following products and services will be provided by DeltaNet, Inc.

Installation and Testing of:

- 360 computer jacks in 35 rooms consisting of four pair Category Level 5 wiring meeting 100 Base T (100 Mbps) - jacks and patch cables meeting same specifications
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	Subtotal				289,282.50
		Installation Fee			21,696.19
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DeltaNet

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Schedule A – Continued

File Server

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3	CPU	Intel 450 MHZ with 512K Cache	2		
4	Memory	128MB SDRAM (Total 512MB)	4		
5	Hard Drive	Seagate Cheetah 18.2 Ultra 2 Wide SCSI	2		
6	Floppy Drive	Teac 1.44	1		
7	Controller	Adaptec 2940U2W	1		
8	Controller	Adaptec ARO 1130 CA-2 with 16MB ECC	1		
9	Video Card	Diamond Speedstar with 8MB AGP	1		
10	CD ROM	Toshiba 40X SCSI Internal	1		
11	Case & P/S	Super Micro ATX 750 A Full Tower w/400W	1		
12	Keyboard	Keytronic 104 Keyboard	1		
13	Mouse	Logitech 2-button PS/2 with Pad	1		
14	Monitor	15" Sony 100ES SVGA .25 dot pitch	1		
15	Network Card	Intel PRO 10/100 Dual Speed	1		
16	Modem	3COM - 56K	1		
17	Other	Extra Fan for Case	1		
18	Oper. System	Microsoft Windows NT 4.0 with 5 CAL	1	1,500.00	1,500.00
19	Oper. System	NT 4.0 Client Access License	360	35.00	12,600.00
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23	Training	Training and Instruction (Hours)	12	N/C	
	Subtotal				41,725.00
		One year maintenance agreement			4,000.00
	Total				\$45,725.00



Schedule A – Continued

Description of Services Provided

- Furnish and install, complete with all accessories, a Category 5 building Premise Distribution Wiring System (PDS). The PDS system shall serve as a vehicle for transport of data and voice signals throughout the building from designated demarcation points to outlets located at various desks, workstations and other locations as described herein.
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- Creation and sealing of openings as are necessary for cable passage between locations and floors.
- Sealing material and application of this material shall be accomplished in such a manner, that is acceptable to the local fire and building authorities.
- Components of the PDS shall be installed in a neat and professional manner.
- Training to explain equipment locations, nomenclature, etc.
- Each data and voice outlet will be tested using an appropriate instrument to verify both the integrity of all conductors and correctness of the termination sequence. Testing shall be performed between modular jacks or 110 termination at the MDF / IDF station field.
- Prepare a record of each station cable termination, i.e. a unique identifying number or name for each station cable



Schedule B – Payment Terms

Total Contract	E-Rate School Discount	E-Rate Grant	School's Obligation
\$371,167.81	90%	\$334,051.03	\$37,116.78

School's Obligation Payment Timetable:

Customer agrees to submit payment for their obligation upon commencement of services.

Late Charges; Collection Fees; Attorney's Fees

Payments are due on the first of each month. A late Payment Charge of 1.5% may be assessed on any payments not received by the 15th day of the month. If payments are not made in a timely manner, we may exercise the right to discontinue the monthly payment plan and request the entire balance due to be paid within three days. If we must use the services of a collection agency or attorney to collect any amount owed or to defend any claim or cause of action you may assert against DeltaNet, Customer agrees to pay any and all actual costs incurred by DeltaNet including but limited to collection agency fees, attorney fees, court fees, and expert witnesses fees.

Please do not hesitate to contact our office if you have any questions regarding this contract, or if you require assistance in meeting your obligation.

1	\$	9,000.00	1 year equipment and labor maintains the router, CSU/DSU and Circuit	\$9,000.00
1		INCL	24/7 Technical Support	
Training				
8		N/C	Web Design - Front page, Publisher	
8		N/C	Internet Curriculum Intergration	
4		N/C	Intranet - administration	
			Internet - Background, Site Management, On-line and Off-line Site	
4		N/C	Manipulation, Favorites and general operation for teachers	
Contract Total				\$122,881.00

I understand and agree that my contract shall begin on **1 JULY 2000** and expire on **30 JUNE 2001**. I further agree to be bound by the terms and conditions

Contract # **110104**

SERIOUS isp

3514 CLINTON PARKWAY SUITE A #342
LAWRENCE, KS 66047
785-830-0500
SPIN # 143020006

WHEN ITS TIME TO GET CONNECTED TO THE INTERNET ITS TIME TO GET SERIOUS!

CUSTOMER BILLING INFORMATION

Date: 1/11/00

Name: The Mill School
Address: 3110 Crittenton Place
Baltimore, MD 2121

Sales Rep: Doug

Telephone: (410) 366-4333
Fax: (410) 235-2262

E-rate Application # 695750000271512

PO#

QUANTITY	RATE	DESCRIPTION	PRICE
Internet Access Fees			
12	\$ 1,495.00	Dedicated T-1 Internet Monthly Access fee (monthly)	\$17,940.00
1	\$ 6,200.00	T-1 Line Internet Access Setup Fee	\$6,200.00
Services			
500	\$ 3.50	Dedicated Electronic Mail Accounts Using School Domain	\$1,750.00
1	\$ 2,500.00	Electronic mail services setup	\$2,500.00
12	INCL	Electronic mail services Administration (monthly)	
12	\$ 275.00	Internet Caching Service (monthly)	\$3,300.00
1	\$ 2,950.00	Internet Caching Service Setup Fee	\$2,950.00
1	\$ 400.00	Web Site Setup	\$400.00
	\$ 185.00	Web Page Design/Development	\$0.00
1	INCL	Web Page Hosting - 20 MB	
	\$ 100.00	Additional Web Site hosting space - 20MB	\$0.00
1	\$ 150.00	Domain Name Registration and Service Setup	\$150.00
1	\$ 135.00	User Account Setup	\$135.00
1	\$ 275.00	Domain Hosting	\$275.00
12	\$ 50.00	Daily Backup Service	\$600.00
12	\$ 500.00	Full Filter Firewall for security	\$6,000.00
1	\$ 1,000.00	Network Administration Setup Fee	\$1,000.00
1	\$ 4,400.00	Network Security Setup	\$4,400.00
46	\$ 25.50	Workgroup Setup	\$1,173.00
1	\$ 2,250.00	Internal Network Administration Setup Fee	\$2,250.00
1	INCL	3-5 GIGS HD	
46	\$ 25.50	Intranet setup	\$1,173.00
	\$ 7,500.00	Filter	\$0.00
	\$ 239.40	Dial-up Unlimited Services (monthly rate of 19.95)	\$0.00
Leased Equipment			
12	\$ 1,650.00	Ericson Tigris Router: data, voice and video traffic expandable multi-protocol	\$19,800.00
12	\$ 1,550.00	Dedicated Internet File Server: Dual Pentium II XeonÂTD Dual Pentium II XeonÂ® 450MHz 512K Cache, Redundant Power Supplies 512MB 4X128 EDO DIMMs Memory PERC 2 RAID Expandable Controller w/ 64MB Cache (3) 18GB1 Ultra-2 LVD SCSI 7200 RPM Hard Drive, BOOT and DHCP server, Log Monitor	\$18,600.00
12	\$ 525.00	Dedicated Proxy Server: Dual Pentium II XeonÂ® processors at 450MHz 512K Cache,	\$6,300.00

1	\$	9,000.00	1 year equipment and labor maintains the router, CSU/DSU and Circuit	\$9,000.00
1		INCL	24/7 Technical Support	
Training				
8		N/C	Web Design - Front page, Publisher	
8		N/C	Internet Curriculum Intergration	
4		N/C	Intranet - administration	
4		N/C	Internet - Background, Site Management, On-line and Off-line Site Manipulation, Favorites and general operation for teachers	
Contract Total				\$122,881.00

I understand and agree that my contract shall begin on **1 JULY 2000** and expire on **30 JUNE 2001**. I further agree to be bound by the terms and conditions therein except as expressly modified herein. If I discontinue my Serious ISP service before the expiration date of this contract, I agree to pay the amount equal to the unpaid balance for the remainder of this Contract. THIS CONTRACT IS CONTINGENT ON INSTITUTION RECEIVING E-RATE FUNDING

TERMS OF AGREEMENT

I understand and agree to be bound by the terms and conditions within this contract. In addition, I acknowledge that I will be responsible and hereby accept liability for any applicable service charges as outlined in my contract.

In the event that my service is disconnected prior to the expiration of my commitment, I will be responsible for returning any and all equipment provided pursuant to this Contract. In the event the equipment is not returned, I understand that applicable equipment charges will be assessed in accordance with Terms and Conditions of this contract.

In my individual capacity and on behalf of the entity I represent, if any, I acknowledge that I have read and understand all of the terms and conditions contained within this document, and I acknowledge and agree to be bound hereby.

Signature: X

James S. Davis

Date:

1-14-00

GENERAL TERMS AND CONDITIONS

In this Agreement, "we", "us" and "our" mean (Serious ISP), "I", "you" and "your" mean the customer named on the contract.

BUYOUT. You may cancel this agreement at any time and you may be required to pay all the applicable monthly charges and any other charges as outlined in the corresponding contract. In the event you do not return equipment provided to you, pursuant to this agreement, you'll be assessed a minimum \$45,000.00 equipment charge within the first 12 months.

MAINTENANCE; CARE. You agree (a) to maintain possession, custody and control of all equipment; (b) to keep the equipment in good operating condition, repair and to protect equipment from damaged or deterioration, other than normal wear and tear; (c) not to make any modifications to the equipment; (d) to report any loss, theft or accidental damage to equipment to us immediately at 785-830-0500 and to the local police department and to obtain a police report and provide as a copy; and (e) to provide any other information or documents we may require in connection with any loss, theft or accidental damage to the equipment. If your replacement equipment is damaged and requires repair, return it to 3514 Clinton in Parkway, Suite A#342, Lawrence, Kansas 66047. The equipment will be you repaired or replaced as quickly as possible.

LOST, THEFT OR DAMAGE. Call 785-830-0500 to report the loss, theft or accidental damage to the equipment. If within 15 days of the loss, theft or accidental damage, you provide a copy of the police report and provide other information we may require in connection with the loss, theft or accidental damage, we will repair or replace it with a similar equipment (which may be new, used or refurbished at our option).

TITLE. The equipment is our property and you have no right, title or interest in the equipment. THIS AGREEMENT IS NOT ASSIGNABLE BY YOU.

DEFAULT; REMEDIES. We may terminate this Agreement if you default in performing any of your obligations under this Agreement. In the event of your default, without giving you notice except as otherwise provided by applicable law (a) we may exercise any and/or all rights and remedies provided by law; (b) we have the immediate right to take possession of all equipment and for that purpose your consent to our entering your facilities without demand or notice, without any court order or other process of law and without being liable to you for any damage or other amount. Upon such a default by you, if the equipment is not return to us in good working order at 3514 Clinton Parkway, Suite A#342, Lawrence, Kansas 66047, we may also invoice you for a minimum of \$45,000.00, which invoice will be payable by you upon receipt.

LATE CHARGES; COLLECTION COSTS; ATTORNEYS' FEES. If any amount due us is not paid when due, the amount will bear interest at a rate equal to 17% apr. If we must use the services of a collection agency or attorney to collect any amount owed by you to us, to recover the equipment from you, to enforce any guarantee or to defend any claim or cause of action you may assert against us, you agree to pay any and all actual costs incurred by us including, but not limited to collection agency fees, court fees, attorneys fees, expert witnesses fees and any and all other expenses incurred by us.

DISCLAIMER OF WARRANTIES; LIMITATIONS OF LIABILITY. You acknowledge that we are not the manufacturer of the equipment and you agree that we have not made any and that we hereby disclaim all representations and warranties whatsoever, direct or indirect, express or implied, including those of suitability, durability, fitness for a particular purpose, merchantability, condition, quality or treatment of for tax purposes of the equipment. You hereby waive and release all right to make claim against us for breach of warranty of any kind whatsoever. We shall not in any event be liable to you or others for any loss, damage or expense of any kind whatsoever cause directly or indirectly by the equipment however arising, or the maintenance of the equipment or the equipments failure to operate, or by any delay, or by a the interruption of service or loss of use of the equipment for any loss of business or profits, or any direct, indirect or consequential damage whatsoever and howsoever cause, except for injury to any person caused by our gross negligence. No representation or warranty as to the phone or any other matter by the manufacturer or anyone else (including our employees and agents) shall alter this paragraph or be binding on us to, attorneys' fees), arising directly or indirectly out of the ownership, selection, possession, operation, control, use, condition, maintenance or disposition of the equipment. This paragraph 11 shall survive after termination of this agreement.

GENERAL PURPOSE PROVISIONS. It is agree that any claim or cause of action you may have against us arising out of, or in connection with, this Agreement or the phone, must be commenced by the filing of the complaint in a court of competent jurisdiction within no more than one year after occurrence whether or not you have knowledge of its account at the time. This agreement is covered by Kansas law. This is the entire agreement between you an us and may not be altered, amended, modified or changed except in writing signed by you and are authorized officer of (Serious ISP). This agreement in conjunction with your Contract supersedes any prior or contemporaneous statements, proposals or any written or oral communication between you and us or between you and any third party.

MYCO TECHNOLOGIES, INC

PMB 342, 3514 Clinton Parkway Suite A
Lawrence, KS 66047
Tel: (785) 830-0500 Fax: (785) 830-0505

Your Telecommunications Specialists

Telecommunication Agreement

Contract #: 101102- 119

Agreement Date: 10-Jan-00
SPIN: 143018855

Activation Date: 1-Jul-00
Sales Rep.: LD

CUSTOMER BILLING INFORMATION

The Mill School
Billing Name
Anne Davis
Attention
3110 Crittenton Place
Mailing Address
Baltimore
City
MD 21211
State Zip
410-366-4333
Business Phone Home Phone
695750000 271512
USCN

SERVICE FEE INFORMATION

Long Distance Rate
8.5 cents 9 cents
State-to-State per min. rate in-State per minute rate
8.5 cents
800# per minute rate International per minute rate

Line Connections

Service Description	Cost	QTY
ISDN Monthly Access Fee:		
Line installation Fee:		
T-1 Monthly Access Fee:	\$ 145.00	3
Line installation Fee:	\$ 1,669.00	3
Frame Relay Mo. Access Fee:		
Line installation Fee:		
Switched Line Fee	\$ 35.00	
Line installation Fee:	\$ 75.00	
Monthly Maintenance Fee:	\$ 5.00	
Service Fee:	\$ 17.50	

IDENTIFICATION VERIFICATION

ver's License Number State Sales Rep Initials
mm /dd /yy
Social Security Number Date of Birth

Incoming telecommunication Lines are to be shared among services as follows: Phone: 2 FAX: Internet: 1

SERVICE COMMITMENT

I understand and agree that my contract shall expire on 30 JUNE 2001. I further agree to be bound by the terms and conditions therein except as expressly modified herein. If I discontinue my (MYCO) Telecommunication service before the expiration date of this contract, I agree to pay the amount equal to the unpaid balance for the remainder of this Contract

Customer Initials ADP

TERMS OF AGREEMENT

I understand and agree to be bound by the terms and conditions within this contract. In addition, I acknowledge that I will be responsible and hereby accept liability for any applicable service charges as outlined in my contract.

I understand that (a) all long distance services will be billed at the rate of 6 second increments, (b) the bill will be itemized, (c) rates have been determined using your current average monthly usage of \$

My signature on this form authorizes (MYCO) to notify the local phone company to switch my long distance service and local toll service to (MYCO). I may select only one Interstate and UnterLATA long distance carrier and one intrastate or local toll carrier per telephone number. One toll service provider may be both my interstate or interLATA primary interexchange carrier and my intrastate or intraLATA primary interexchange carrier but I may have different providers for each.

In my individual capacity and on behalf of the entity I represent, if any, I acknowledge that I have read and understand all of the terms and conditions contained within this document, and I acknowledge and agree to be bound hereby.

Anne S. Davis
Signature
Chief Executive Officer
Title

14-Jan-00
Date

SERVICE AGREEMENT FOR CUSTOMERS WITH \$25.00 MONTHLY USAGE MINIMUM

MYCOBIZ Service

-Service Provided by MYCO Technologies, Inc. (MYCO)-

Twelve (12) Month Term with Term Plus Promotion (122251-QB17069)
MYCO offer to you for services as provided in this Agreement is effective until May 31, 2000.

Definitions: "Agreement" refers to this MYCO Service Agreement. "Customer" refers to the name of the entity executing this Agreement, which name is set forth below. "MYCO" refers to MYCO Technologies, Inc. (MYCO) a subdivision of MYCO Technologies, Inc. "Initial Term" shall be twelve (12) consecutive months beginning on the Effective Date. "Effective Date" shall mean the date upon which both parties have executed this Agreement.

Services: Pursuant to this Agreement, Customer shall receive MYCOBIZ Service, which shall include interLATA service (including interstate, intrastate and international service) and, where available, intraLATA service (including interstate and intrastate services). In consideration of Customer's commitment to use MYCOBIZ Service under the terms of this Agreement and the Tariff, MYCO agrees to provide Q.b7m Service to Customer at the Tariff rates and terms in effect on the Effective Date.

Tariff Considerations: MYCO will provide to Customer, and Customer will receive from MYCO, (1) interstate and international telecommunications service(s) provided pursuant to MYCO Tariffs FCC "Nos. 2 and 3 (and any other applicable interstate and international tariff of MYCO and/or its affiliates) and (2) intrastate telecommunications services provided pursuant to MYCO's applicable state tariffs (all MYCO tariffs referenced herein are collectively referred to as the Tariff). This Agreement is subject to and incorporates by reference the terms of the Tariff. MYCO may modify the Tariff from time to time in accordance with law, which modifications may affect service(s) furnished to Customer.

Term and Monthly Commitment: For each month of the Initial Term of this Agreement, Customer's usage of MYCOBIZ Service shall be at least twenty-five dollars (\$25.00) ("Monthly Commitment"). To determine whether Customer satisfies the Monthly Commitment, MYCOBIZ will count Customer's total MYCOBIZ Service charges based on the applicable Tariffed rates associated with the Monthly Commitment less taxes, monthly recurring charges and non-recurring charges. If, during any month of the Term, Customer's total usage of MYCOBIZ Service falls below the Monthly Commitment, Customer shall pay for each such month the actual amount billed for that service plus the difference between that amount and the Monthly Commitment.

Termination: This Agreement shall, upon expiration of the Initial Term, automatically renew for successive twelve (12) month periods ("Renewal Term") at the Tariffed rates and Monthly Commitment in effect at the time of such renewal; provided, however, that either Customer or MYCO may terminate this Agreement at the end of the Initial Term or at the end of any Renewal Term by providing written notice thereof to the other party, which notice must be received by the other party not less than thirty (30) days prior to the end of such term. Customer's notice of termination must be sent to MYCO Attention: Account Resolution Department, RA# 20275, PMB 342, 3514 Clinton Parkway Suite A, Lawrence, KS 66047. MYCO is providing service pursuant to the Tariff and if Customer terminates early, it will be subject to the early termination charges stated therein. In the event Customer disconnects all MYCO services, it is Customer's responsibility to: (i) contact the applicable local exchange company for the purpose of canceling the equal access portion of the MYCOBIZ Service; and (ii) to notify MYCO in writing within thirty (30) days of such cancellation.

Legislative, Regulatory or Judicial Activity: Notwithstanding any statement to the contrary contained in this Agreement or the Tariff, in the event that any regulatory agency, legislative body or court of competent jurisdiction promulgates regulations or modifies existing ones including, without limitation, regulations regarding payphone compensation, access charges and/or universal service ("Regulatory Activity"), MYCO reserves the right, at any time and without notice, to: (i) pass through to Customer all, or a portion of any charges or surcharges directly or indirectly related to such Regulatory Activity; and/or (ii) modify the rates, including any rate guarantees, and/or other terms and conditions contained in this Agreement and/or the Tariff to reflect the impact of such Regulatory Activity.

Term Rate Promotion

(a) In consideration of Customer's commitment to use the services as provided herein, Customer shall receive a switched domestic interstate rate

(b) Customer represents that it has received from a competitor of MYCO an offer comparable to the offer set forth in this Agreement.

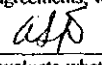
Miscellaneous:

(a) If during the Term, Customer's MYCOBIZ Service originates and terminates within the same state(s) and exceeds five thousand dollars (\$5,000) of usage in a given month ("\$5,000 Level"), MYCO shall have the right to increase the rate for all usage within the applicable state(s) exceeding the \$5,000 Level to \$.25 per minute (or \$.45 for Maine) for such month.


(b) Customer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of MYCO.

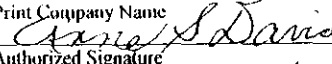
(c) This Agreement and/or the rates or discounts herein are subject to approval by state and/or federal regulatory bodies.

(d) This Agreement and the Tariff constitute the entire agreement between the parties and supersede any prior or contemporaneous proposals, discussion, or agreements, whether verbal or written, concerning MYCOBIZ Service. Any amendments to this Agreement must be in writing and signed by both parties.

 (Customer's Initials) Customer authorizes MYCO and its agents to: (i) use billing and usage information related to Customer's account to evaluate whether Customer would benefit from other telecommunications services offered by MYCO; and (ii) market such other telecommunications services to Customer.

AGREED TO AND ACCEPTED AS OF THE EFFECTIVE DATE:
MYCO Technologies, Inc.


Authorized Signature Date
Leonard D. LaDuron
Operations Manager

THE MILL SCHOOL
Print Company Name

Authorized Signature
Anne S. Davis
Print Name
3110 CRITTENTON PLACE, BALTIMORE, MD 21211
Customer Address

58-0591601
Taxpayer ID Number/SSN
1-14-00
Date
CEO
Title

(MYCO)

LETTER OF AGENCY

(Authorization to Change Commercial Service Long Distance Carrier)
Revised 1/24/99

SALES INFORMATION	
Account ID	Sales Rep ID: 1502
Sales Rep Name: Leonard	Sales Rep Phone Number:
Bill Cycle: Monthly	
Type of Change: <input checked="" type="checkbox"/> New <input type="checkbox"/> Add to Account <input type="checkbox"/> Admin. Change <input type="checkbox"/> Partial Disconnect	

SERVICE AGREEMENT FOR CUSTOMERS WITH \$25.00 MONTHLY USAGE MINIMUM

MYCOBIZ Service

-Service Provided by MYCO Technologies, Inc. (MYCO)-

Twelve (12) Month Term with Term Plus Promotion (122251-QB1Z069)
MYCO offer to you for services as provided in this Agreement is effective until May 31, 2000.

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
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AGREED TO AND ACCEPTED AS OF THE EFFECTIVE DATE:

(MYCO)

LETTER OF AGENCY

(Authorization to Change Commercial Service Long Distance Carrier)

Revised 1/24/99

Account II):

Customer Name: Milk School

Additional Telephone Numbers to be PEC'ed

[illegible]

Comments:



777 Passaic Ave. • Clifton, NJ 07012

Toll Free (877) 638-3358 • Tel. (973) 473-1300 • Fax. (973) 473-7000

September 21, 2000

The Mill School
3110 Crittenton Place
Baltimore, MD 21211
ATTN: Mrs. Anne Davis

Dear Anne,

Bernard, Jay and I would like to take this opportunity to thank you for meeting with us yesterday during our trip to Baltimore. We feel that our walk-through of your facility is an essential component in understanding your technological needs. It provided us with the information needed to plan your installation, so that we will be prepared once your approval is finalized. We hope that our presentation during your staff meeting was informative and provided the faculty with a bit of information regarding the E-Rate program. We understand that their awareness and enthusiasm in this program is key to its success.

We would like you to know that we were very impressed with your school. It is evident that very caring and capable people are running the school and it is through your leadership and hard work that your facility presents itself in the manner that it does. We humbly encourage you to continue your wonderful work and hope for your continued success.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Ben Rowner".

Ben Rowner

Vice President

email: ben@deltanetco.com

P.S. It certainly was a pleasure meeting you and putting a face the voice.

SERIOUS isp

3514 CLINTON PARKWAY SUITE A342
LAWRENCE, KS 66047
785-830-0500 FAX 785-830-0505

January 29, 2001

The Mill School
3110 Crittenton Place
Baltimore, MD 21211

Anne Davis:

Congratulations on your grant award. I know it seems like it took forever for this process to get to this point but as they say, 'all good things come to those who wait'. We are currently projecting services for your institution to be online by the 1st week of February 2001.

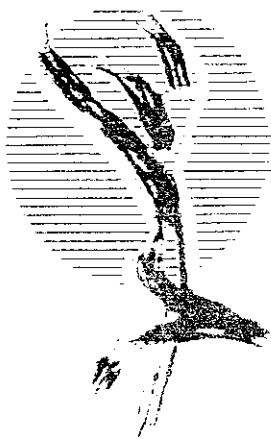
As we move forward with the implementation of services for your school, as usual with any government operation it is time to fill out additional paperwork. I have taken the liberty to include within this package a Schools and Libraries Corporation (SLD) Form 486. It is through this form that our company is able to bill the SLD for the service we will be providing. It will take up to 45 days for the SLD to process this paperwork and as you are no doubt aware based on the SLD's passed performance, this time could be much longer. Thus, your prompt attention to this matter is greatly appreciated.

Upon signing this form (on page 4 and in blue ink), please make a copy for your records and mail the original back to us in the enclosed prepaid and addressed envelope.

Thank you in advance for your prompt action in this matter,



Leonard D. LaDuron
CEO



FLORENCE CRITTENTON SERVICES

OF BALTIMORE, INC., FOUNDED IN 1896

3110 Crittenton Place Baltimore, Maryland 21211 410-366-4333 Fax: 410-235-2262

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Anne Shervington Davis, M.Ed.

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Anna M. Williams
Vice-President

Mattie Mumby
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Tom Thompson
Brian L. Wallace, Esquire
Monica R. Watkins
Bonnie Wilson

April 30, 2001

Jay, Ben and Trisha
Delta Net
777 Passaic Avenue
Clifton, New Jersey 07012

Dear Friends:

I have been remiss in not having written this letter to you earlier. I just wanted to say how much I and my staff have enjoyed working with you. All of your group and sub-contractors have been so very professional. We all feel as though we have known you forever. The installation process must have been very difficult for you, but through it all there were never any complaints.

I also appreciate your technical help on the project and your fairness. I feel you Have gone out of your way to complete the job in a timely manner.

Thanks for everything, we look forward to another great year!

Sincerely,

Anne S. Davis
Anne S. Davis, CEO
The Mill School



ADVANCED NETWORK SOLUTIONS

777 Passaic Ave.
Clifton, NJ 07012

Invoice

DATE	INVOICE #
1/22/2001	2000131

BILL TO

The Mill School
3110 Crittenton Place
Baltimore, MD 21211
ATTN: Anne S. Davis

CONTRACT NO.	471 NUMBER	FRN	TERMS
TMMD011200			Net 30

QTY	DESCRIPTION	RATE	AMOUNT
34	HP 10/100 Dual Speed 12 Port Hub	1,350.00	45,900.00
8	HP 10/100 Managed Network Switch Controller (2 Fiber Modules Included)	2,100.00	16,800.00
4,750	Surface Raceway & Wire Mold (Foot)	4.95	23,512.50
1	Rack Mount with Fans & Cover - 7' x 19"	4,295.00	4,295.00
4	Cat 5 - 24 Port Patch Panel	275.00	1,100.00
6	Cat 5 - 48 Port Patch Panel	350.00	2,100.00
360	Cat 5 Patch Cables - 3' - 6'	23.00	8,280.00
15	Cat 5 Cable (1,000' Roll)	1,025.00	15,375.00
180	Computer Jack Wall Plates	3.75	675.00
320	Cat 5 Terminal Jacks	3.75	1,200.00
1	Intel Pentium III Dual Processor 500 mHz, 512 MB RAM, Dual SCSI 18.2GB HD, 8MB Video Card, 40X CD-ROM, 56K Modem, 15" Monitor, Keyboard, Mouse	16,875.00	16,875.00
	Windows 2000 Operating System	1,500.00	1,500.00
150	Windows 2000 Client License	35.00	5,250.00
	Maintenance - Network Cabling	14,464.13	14,464.13
	Subtotal		157,326.63
	90% E-Rate Discount	-90.00%	-141,593.97
Thank you for the opportunity to serve you.		Total	\$15,732.66



777 Passaic Ave.
Clifton, NJ 07012

Invoice

DATE	INVOICE #
1/23/2001	2000133

BILL TO

The Mill School
3110 Crittenton Place
Baltimore, MD 21211
ATTN: Anne S. Davis

CONTRACT NO.	471 NUMBER	FRN	TERMS
TMMD011200			Net 30

QTY	DESCRIPTION	RATE	AMOUNT
1	Installation of computer network and cabling including: Installation, Terminate and Test 320 Computer Jacks, Coring and Penetration, Raceway Installation.	159,646.19	159,646.19
1	Configuration of File Server WIN 2000 OS	1,750.00	1,750.00
150	User Setup on File Server	25.00	3,750.00
1	Maintenance - File Server & Network Equipment	4,000.00	4,000.00
	Subtotal		169,146.19
	90% E-Rate Discount	-90.00%	-152,231.57

Thank you for the opportunity to serve you.

Total \$16,914.62